already terminated is not criminal contempt. *Cheadle v. State* (1887) 110 Ind. 301, 11 N. E. 426; *Ex Parte Green* (1904) 46 Tex. Cr. App. 576, 81 S. W. 723.

EQUITY—SPECIFIC PERFORMANCE OF CONTRACT—VOID MEANING VOIDABLE.—A contract for the sale of land provided that if the vendor could not convey good title, "this agreement shall be null and void." The vendor's title proving defective, the vendee sued for specific performance, electing to take such title as the vendor had and pay the full purchase price. The vendor claimed that the contract became entirely void as to both parties on a defect appearing in the title. *Held,* that "void" should be interpreted to mean "voidable," giving the vendee the option of specific performance. Frazer, J., *dissenting. Medoff v. Vandersaal* (1921, Pa.) 114 Atl. 618.

Although one may disagree with the instant interpretation, a court need not give the word "void" its technical meaning. *Central Oil Co. v. Southern Refining Co.* (1908) 154 Calif. 165, 97 Pac. 177; *Stewart v. Griffith* (1910) 217 U. S. 323, 30 Sup. Ct. 528. It is generally held that the expression is so loosely used that, when found in a statute, judicial decision, or contract, its real meaning must be determined from the context and nature of the subject matter involved. *Capps v. Hensley* (1909) 23 Okla. 311, 100 Pac. 515. The settled rule is that if the term "voidable" more accurately shows the intent of the parties, it will be substituted. Anson, *Contracts* (Corbin's ed. 1919) sec. 20.

EVIDENCE—UNAUTHORIZED VIEW BY THE JURY.—After a refusal of the court to permit the jury to examine his automobile, the defendant, in a negligence suit, parked his car in front of the court house so that the jurors could see it as they passed in and out. *Held,* that the defendant's conduct was not ground for reversal in the absence of evidence of actual misconduct. *Leopold v. Livermore* (1921, Wash.) 197 Pac. 778.

In an action to recover damages for personal injuries received while unloading a car on the defendants' track, the deputy sheriff in charge of the jury took them for a walk and passed within plain sight of the scene of the accident. The only question still left for decision was the amount of the damages to be awarded. There was no evidence of misconduct on the part of the jury. *Held,* that this was in effect introducing new testimony and the judgment should be reversed. *Texas Midland Ry. v. Brown* (1921, Tex. Com. App.) 228 S. W. 915.

These decisions seem squarely opposed. The general rule seems to be that when there has been merely a casual and unintentional inspection of an object or of premises, there is no ground for a new trial unless prejudice is shown. *People v. Strause* (1919, Ill.) 125 N. E. 339; 3 Wharton, *Criminal Procedure* (10th ed. 1918) sec. 1774.

INSURANCE—ACCIDENT POLICY—PARTICIPATION IN AERONAUTICS.—The plaintiff was insured by the defendant against loss resulting from bodily injuries through external, violent, and accidental means, with the following exception: "The insurance hereunder shall not cover injuries . . . sustained by the insured while participating in, or in consequence of having participated in, aeronautics." The plaintiff flew as a passenger in an airplane at a state fair and was injured when it crashed to the earth. *Held,* that the plaintiff could not recover. *Travelers Ins. Co. v. Peake* (1921, Fla.) 89 So. 418.

Forfeiture clauses in policies of insurance are not usually favored, and the courts seek a construction which will sustain the policy if possible. As often expressed, ambiguities in policies are construed against the insurer. *Wilson v. Travelers Ins. Co.* (1920, Calif.) 190 Pac. 366; *Hampton v. Hartford Fire Ins. Co.* (1900) 65 N. J. L. 265, 47 Atl. 433. But where a risk is specifically and clearly excepted and there is no doubt or ambiguity, the courts will not adopt a